

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

| | | |
|-------------------|---|----------------------|
| EMILY PELTZ, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | Case No. 1:25-cv-176 |
| |) | |
| AMAZON.COM, INC., |) | |
| |) | |
| Defendant. |) | |

COMPLAINT AND JURY TRIAL DEMAND

Plaintiff Emily Peltz (“Plaintiff” or “Ms. Peltz”), by counsel, hereby files her Complaint and Jury Trial Demand (the “Complaint”) against Defendant Amazon.com, Inc. (“Defendant,” or “Amazon”). In support of her Complaint, Plaintiff states as follows:

INTRODUCTION

1. This is an action brought by Ms. Peltz against Amazon, between which parties there is a former employment relationship.

2. Ms. Peltz brings this action against Amazon for violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et. seq.* and the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 *et. seq.*

PARTIES

3. At all times relevant, Ms. Peltz resided in Hamilton County, Indiana.

4. At all times relevant, Amazon employed Ms. Peltz at its locations in either Boone County, Indiana or Hendricks County, Indiana.

5. At all times relevant, Ms. Peltz was an employee as defined by Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, and the Age Discrimination in Employment Act (“ADEA”), as amended.

6. At all times relevant, Amazon was an employer as defined by Title VII and the ADEA.

7. According to information maintained by the Indiana Secretary of State, Amazon is a foreign for-profit corporation with its principal office located at 410 Terry Avenue North, Seattle, Washington, 98109.

8. According to information maintained by the Indiana Secretary of State, Amazon’s registered agent in Indiana is Business Commercial Registered Agent, Corporation Service Company, 135 North Pennsylvania Street, Suite 1610, Indianapolis, Indiana 46204.

JURISDICTION AND VENUE

9. Jurisdiction of the Court is invoked pursuant to 28 U.S.C. § 1331.

10. The alleged discriminatory and unlawful acts were committed within the jurisdiction of the United States District Court for the Southern District of Indiana, Indianapolis, Division.

11. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1), which allows for an action to be brought in the district where the Defendant resides or in which the cause of action arose.

ADMINISTRATIVE EXHAUSTION

12. Ms. Peltz exhausted all of the administrative proceedings available to her by timely filing a Charge of Discrimination on the basis of sex and age with the U.S. Equal Employment Opportunity Commission (“EEOC”).

13. On March 14, 2024, Ms. Peltz filed EEOC Charge No. 470-2024-02730.

14. On or around October 31, 2024, the EEOC issued a Dismissal and Notice of Rights to Ms. Peltz. A true and correct copy of the Dismissal and Notice of Rights is attached hereto as **Exhibit 1**.

15. Ms. Peltz's civil action is being initiated within ninety (90) days of her receipt of the EEOC Dismissal and Notice of Rights.

GENERAL FACTUAL ALLEGATIONS

15. Ms. Peltz is a sixty-five (65) year old female.

16. On August 4, 2008, Amazon offered Ms. Peltz the position of Senior Financial Analyst located in Whitestown, Indiana.

17. Ms. Peltz accepted the offer and worked for Amazon for over fifteen (15) years.

18. At the time of her termination on December 18, 2023, Ms. Peltz held the position of Director of Finance, a role that she had been promoted into on or around September 1, 2022.

19. In or around December 2022, Ms. Peltz started reporting directly to Nihal de Souza ("de Souza"), Director of Finance, North America Customer Fulfillment and Global Supply Chain.

20. Ms. Peltz exceeded Amazon's legitimate performance expectations throughout her employment and during the roughly one (1) year that she reported directly to de Souza.

21. For example, in April 2023, Ms. Peltz received a favorable annual performance evaluation, received a salary increase and was awarded additional restricted stock units.

22. By September 2023, Ms. Peltz was responsible for promoting three (3) employees to L7 Senior Finance Managers.

23. At the time of her termination in December 2023, Ms. Peltz and the team she supervised had reached 99.1% to the Fourth Quarter Operating Plan.

24. Ms. Peltz was one (1) of approximately seven (7) employees who reported directly to de Souza.

25. Ms. Peltz was the oldest employee reporting to de Souza, by at least twenty (20) years, and for almost the entirety of 2023, Ms. Peltz was one (1) of approximately two (2) females who reported directly to de Souza.

26. On December 18, 2023, Ms. Peltz had her regular one-on-one meeting scheduled with de Souza.

27. At the start of the December 18, 2023, meeting, an individual with Human Resources joined. At that point, de Souza told Ms. Peltz that he was terminating her employment.

28. When Ms. Peltz asked why, de Souza said, “Hire and Develop the Best,” and “Deliver Results,” referring to Amazon Leadership Principles.

29. No examples were provided to Ms. Peltz.

30. In addition, de Souza’s reasons for Ms. Peltz’s termination were not credible given that she was responsible for the promotions of three (3) individuals in 2023, “Hire and Develop the Best,” was both a Bar Raiser and Bar Raiser mentor and was on target to meet the 5% Unregretted Attrition target by April 1, 2024.

31. Ms. Peltz’s Connections scores were also consistently above de Souza’s team average and in the top quartile of the peer group.

32. Notably, at the time of her termination, Ms. Peltz and her team were at 99.1% to Fourth Quarter Operating Plan, which was much closer than at least one other major business unit, indicating an ability to “Deliver Results”. The business unit that Ms. Peltz managed was also the only one to submit its Operating Plan in a timely manner.

33. Immediately following her termination, de Souza replaced Ms. Peltz with a substantially younger male.

34. Moreover, de Souza did not adhere to Amazon policies and practices in terminating Ms. Peltz. For example, de Souza terminated her the week before the Christmas holiday which was not the customary practice at Amazon.

35. Additionally, de Souza did not discuss the potential termination with Ms. Peltz, which, at the time of her termination, was a customary practice at Amazon for an employee at her level.

36. During the time that Ms. Peltz reported to de Souza, he treated other substantially younger male employees more favorably.

37. For instance, de Souza tried to push through the promotion of a substantially younger male, when others in senior leadership did not support the promotion for performance reasons.

38. During the performance evaluation process, de Souza changed the performance rating for the substantially younger male, by giving him a five (5), the highest rating possible, to help with the promotion process. de Souza changed the rating despite the fact that others in senior leadership believed that the substantially younger male should receive a rating of one (1) or two (2).

39. Moreover, de Souza did not terminate the substantially younger male even though he clearly was not meeting performance expectations and had not done so for a sustained period of time.

40. Additionally, although de Souza did not apply Amazon's progressive discipline policy to Ms. Peltz, he did apply the progressive discipline policy to a substantially younger male, prolonging his employment and giving him the opportunity to correct his performance.

41. Amazon terminated Ms. Peltz because of her sex in violation of Title VII.

42. Amazon terminated Ms. Peltz because of her age in violation of the ADEA.

43. As a result of Amazon's unlawful employment practices, Ms. Peltz has incurred lost wages and lost benefits, as well as emotional distress and other compensatory damages.

44. Amazon's unlawful employment practices were willful and done with malice or reckless indifference to Ms. Peltz's federally protected rights.

45. As a result of Amazon's unlawful employment practices, Ms. Peltz is entitled to recover reasonable attorneys' fees and costs.

COUNT I: SEX DISCRIMINATION

46. Ms. Peltz repeats and realleges paragraphs 1 to 45 hereof, as if fully set forth herein.

47. By the actions described above, Amazon terminated Ms. Peltz because of her sex in violation of Title VII.

48. Ms. Peltz is female and thereby a member of a protected class.

49. Ms. Peltz met all legitimate performance expectations.

50. Amazon terminated Ms. Peltz and immediately replaced her with a substantially younger male.

51. Amazon's reason for terminating Ms. Peltz, "Hire and Develop the Best," and "Deliver Results," is false, or a pretext.

52. Amazon intentionally caused infringement on Ms. Peltz's rights pursuant to Title VII.

53. Amazon's unlawful discriminatory acts caused and continue to cause Ms. Peltz to suffer economic damages, including lost wages and lost benefits as well as emotional distress and other compensatory damages.

54. Amazon acted with malice and/or with reckless indifference to Ms. Peltz's rights, entitling her to an award of punitive damages.

55. Amazon is liable to Ms. Peltz for lost wages, lost benefits, emotional distress, and other compensatory damages, punitive damages, prejudgment interest, post judgment interest, and attorneys' fees and costs.

COUNT II: AGE DISCRIMINATION

56. Ms. Peltz repeats and realleges paragraphs 1 to 55 hereof, as if fully set forth herein.

57. By the actions described above, Amazon terminated Ms. Peltz because of her age in violation of the ADEA.

58. Ms. Peltz is over the age of forty (40) and thereby a member of a protected class.

59. Ms. Peltz met all legitimate performance expectations.

60. Amazon terminated Ms. Peltz and immediately replaced her with a substantially younger individual.

61. Amazon's reason for terminating Ms. Peltz, "Hire and Develop the Best," and "Deliver Results," is false, or a pretext.

62. Amazon intentionally caused infringement on Ms. Peltz's rights pursuant to the ADEA.

63. As a result of Amazon's discriminatory act, Ms. Peltz has suffered and will continue to suffer monetary damages unless and until the Court granted relief.

64. Amazon acted willfully or with reckless indifference to Ms. Peltz's federally protected rights thereby entitling Ms. Peltz to liquidated damages.

65. Ms. Peltz is entitled to recover reasonable attorneys' fees and costs incurred in this action.

PRAYER FOR RELIEF

WHEREFORE, Ms. Peltz respectfully request that this Court enter an Order:

a. Requiring Amazon to reinstate her to her former position or substantially equivalent position;

b. Awarding all lost wages and lost benefits Ms. Peltz has sustained or will sustain as a result of Amazon's unlawful conduct;

c. Awarding front pay in an amount equal to the wages and benefits that Ms. Peltz may reasonably be expected to lose after trial as a result of Amazon's unlawful conduct should the Court determine that an order requiring reinstatement is not feasible or appropriate;

d. Awarding pre-judgment interest;

e. Awarding compensatory damages for past and future non-pecuniary losses resulting from the unlawful employment practices complained of above, including emotional pain, suffering, inconvenience, loss of enjoyment of life, and humiliation, in an amount to be determined at trial;

f. Awarding punitive damages for Amazon's malicious and/or reckless conduct described above in an amount to be determined at trial;

g. Awarding liquidated damages in an amount to be determined by a jury to punish Amazon for its unlawful conduct which was willful or undertaken with reckless indifference to Plaintiffs' federally protected rights

h. Awarding the costs of maintaining this action, including an award of reasonable attorneys' fees; and

i. Awarding all other relief the Court deems necessary and proper in the premises.

JURY DEMAND

Ms. Peltz demands a trial by jury on all triable issues.

Dated this 28th day of January 2025.

Respectfully submitted,

s/Kimberly D. Jeselskis

Kimberly D. Jeselskis, Attorney No. 23422-49

JESELSKIS BRINKERHOFF AND JOSEPH, LLC

320 North Meridian Street, Suite 428

Indianapolis, Indiana 46204

Telephone: (317) 220-6290

Facsimile: (317) 220-6291

kjeselskis@jbjlegal.com

Counsel for Plaintiff Emily Peltz